

Remarks/Arguments

The foregoing amendments and these remarks are in response to the final Office Action, dated May 14, 2009. This paper is accompanied by a petition for a two month extension of time under 37 C.F.R. § 1.136(a) and payment of the associated fee under 37 C.F.R. § 1.17(a)(1). No additional fees are believed due in connection with this response; however, should any additional fees be required in connection with this response, the Commissioner is authorized to charge any such additional fees to Deposit Account No. 14-1437.

At the time of the Office Action, claims 8-19 were pending in the application. Claims 8-19 were rejected. Claims 8-12 and 14-18 were rejected under 35 U.S.C. § 102(b) as being anticipated by U.S. Patent No. 4,435,031 to Black et al. ("Black"). Claims 13 and 19 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Black in view of U.S. Patent No. 3,962,775 to King, Jr. ("King"). The rejection of each independent claim will be addressed in turn below.

Claim 8

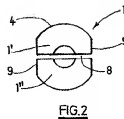
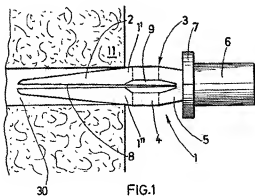
As noted above, claim 8 was rejected under 35 U.S.C. § 102(b) as being anticipated by Black. "A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. v. Union Oil Co. of California*, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987); *Atlas Powder Co. v. E.I. du Pont de Nemours & Co.*, 224 USPQ 409, 411 (Fed. Cir. 1984) ("exclusion of a claimed element from a prior art reference is enough to negate anticipation by that reference").

Applicant maintains that Black does not anticipate claim 8 because it fails to disclose each and every recitation of claim 8, as that claim was presented in the previous amendment.

Nonetheless, in an effort to advance the prosecution, Applicant has amended claim 8 to further draw out the unique features of the assembly. Applicant respectfully submits that Black does not disclose each and every recitation of claim 8, as amended.

Upon further review, Applicant notes that it has deleted the "aircraft" recitations from claim 8. Applicant does not intend to limit the invention to aircraft, and such a feature is not necessary to distinguish the claimed invention from the applied art.

With reference to FIGS. 1 and 2 of the present application (shown below), claim 8 has been amended to recite that the anterior portion of each of the pegs (1) resides in a respective one of the sleeves (30). The anterior portion includes a generally conical introduction portion (2) that is configured to be introduced with clearance into each respective one of the sleeves. The introduction portion (2) transitions a posterior fixing part including a cylindrical part (4) that has a diameter that is greater than a respective one of the sleeve diameters. Each peg (1) includes a slot (8) that extends longitudinally from the introduction portion (2) through at least the cylindrical part (4) of the posterior fixing part so as to form two elastic portions (1', 1''). The slot (8) extends across the entire width of the peg (1), as shown in FIG. 2.



The cylindrical part (4) of each peg (1) is received in a respective one of the sleeves (30) such that the elastic portions (1', 1'') bend inward toward each other. The cylindrical part (4)

engages the sleeve (30) and exerts a force thereon due to the flexing of the two elastic portions (1', 1'') such that there is no clearance between the cylindrical part (4) and the sleeve (30). In this way, the peg (1) is anchored in the sleeve (30).

These recitations of claim 8, as amended, are not disclosed by Black. Each recitation will be discussed more fully below. To facilitate the discussion, some of the drawing FIGS. of Black are presented below:

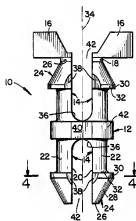


FIG. 1

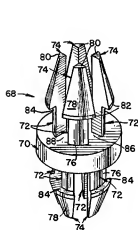


FIG. 8

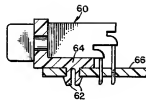


FIG. 7

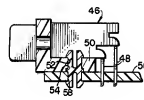


FIG. 6

"the anterior portion of each of the pegs residing in a respective one of the sleeves, the anterior portion includes a generally conical introduction portion that is configured to be introduced with clearance into each respective one of the sleeves."

The Office Action points to latch 74 of Black as meeting the anterior portion recited in claim 8. However, this structure fails to meet the recitations of claim 8. For example, the latch 74 does not reside in a sleeve. As can be seen in FIGS. 6 and 7 of Black, the latch 74 is outside of the circuit board hole (which is what Applicant surmises the Office Action is relying on as being a sleeve) and, therefore, cannot be said to reside in the sleeve. Indeed, Black notes the "prongs may be inserted through a circuit board hole to bring the latches into engagement with the opposite side of the board so that they snap back and secure the block in place on the board."

Black at Col. 1, Lines 7-11. Thus, Black clearly does not contemplate the latch 74 residing in the circuit board hole. Moreover, it would be contrary to the teachings of Black to do so because the latch 74 would no longer perform its intended securing function.

Additionally, it is readily apparent that the latch 74 of Black cannot be introduced with clearance into the circuit board hole. As seen in FIGS. 6 and 7 of Black, the latch 74 is much larger than the circuit board hole to the point that the latch 74 cannot be introduced in the circuit board hole with clearance.

“the introduction portion transitioning to a posterior fixing part including a cylindrical part having a diameter that is greater than a respective one of the sleeve diameters”

The Office Action is not clear as to what structure of Black it is relying on as meeting the “cylindrical part” recitation of claim 8, which has been incorporated from presently canceled claim 10. Instead, the Office Action merely points to FIG. 8. Regardless, such a feature is not disclosed in Black. Applicant presumes that partial cylindrical surfaces 22 (FIG. 1) or 76 (FIG. 8) are being used by the Office Action to meet the “cylindrical part” recitation of claim 8. Significantly, Black states that “the bore 52 or hole 58 having a diameter equal to the diameter of surface 22.” Black at Col. 3, lines 15-18. Thus, it is clear that Black fails to disclose a cylindrical part that has a diameter greater than the sleeve diameter.

“the cylindrical part of each peg being received in a respective one of the sleeves such that the elastic portions bend inward toward each other, wherein the cylindrical part engages the sleeve and exerts a force thereon due to the flexing of the two elastic portions such that there is no clearance therebetween, thereby anchoring the peg in the sleeve.”

Such features and relationships are not found in Black. As noted above, the diameter of surface 22 of Black is the same diameter as the circuit board hole. As a result, there would be no flexing of the prongs 14 and, consequently, the surface 22 would not exert a force on the circuit

board hole. Moreover, the snap latch 10 of Black is secured to the board in a completely different way; the securement is the result of the engagement of the latches 24 with the outside surface of the board). There would be no reason to anchor the latch 24 of Black within the circuit board hole, as it would introduce the possibility of pulling out of the hole and issues concerning shrinkage of the snap latch (see Black at Col. 2, lines 27-32).

Therefore, Black fails to disclose several features of claim 8, as amended. Consequently, Black does not and cannot anticipate claim 8. Reconsideration and removal of the rejection is respectfully requested.

Claim 9 and 11-13

Claims 9 and 11-13 depend directly or indirectly from claim 8; consequently, these claims include all of the recitations of claim 8. 35 U.S.C. § 112, ¶4. Because claim 8 is distinguishable over the applied art, claims 9 and 11-13 are necessarily distinguishable over the applied art for at least the reasons set forth in connection with claim 8 above. Further, the King reference does not supply the deficiencies of Black. Reconsideration and removal of the rejection of claims 9 and 11-13¹ is respectfully requested.

Claims 14

Claim 14 was rejected under 35 U.S.C. § 102(b) as being anticipated by Black. Applicant maintains that Black does not disclose each and every recitation of claim 14, as previously presented. Nonetheless, in an effort to advance the prosecution, Applicant has amended claim 14. Because these amendments are similar to the amendments made to claim 8, Applicant adopts the remarks and arguments made in connection with claim 8 above. Therefore,

¹ Applicant has amended the dependency of claim 11 in light of the cancellation of claim 10.

for at least these reasons, claim 14 is distinguishable over Black. Reconsideration and withdrawal of the rejection is respectfully requested.

Claims 15 and 17-19

Claims 15 and 17-19 depend directly or indirectly from claim 14, so it necessarily includes all of the recitations of claim 14. 35 U.S.C. § 112, ¶4. Because claim 14 is distinguishable over the applied art, claims 15 and 17-19 are necessarily distinguishable over the applied art for at least the reasons set forth in connection with claim 14 above and because King does not supply the deficiencies of Black. Therefore, Applicant respectfully requests reconsideration and removal of the rejection of claims 15 and 17-19².

² Applicant has amended the dependency of claim 17 in light of the cancellation of claim 16.

Conclusion

In light of the foregoing, it is respectfully submitted that the objections and rejections set forth in the Office Action have been overcome. Accordingly, Applicant respectfully requests reconsideration of the application in light of the above amendments and remarks, withdrawal of the rejections under 35 U.S.C. §§ 102 and 103, allowance of the pending claims, and prompt issuance of a Notice of Allowance.

Respectfully submitted,

Date: October 2, 2009

/ MARK M. ZYLKA /
J. Rodman Steele, Jr., Reg. No. 25,931
Mark M. Zylka, Reg. No. 48,518
NOVAK DRUCE + QUIGG LLP
525 Okeechobee Blvd., 15th Floor
West Palm Beach, FL 33401
Telephone: (561) 838-5229
Facsimile: (561) 838-5578